REMARKS

Interview held 4 February 2010

Applicant thanks the Examiner for her kindness and assistance during an Interview, which was held on 4 February 2010 between the Examiner and Applicant's representatives, Michael A. Glenn, Juliette Hirt, and Chris Radcliffe.   During the Interview, Applicant discussed the differences between the claimed invention and the Examiner's cited references, Howard and Allen (discussed below).   Applicant understands that the Examiner agrees with Applicant that the proposed combination of references does not render the invention as claimed obvious and that the Examiner will discuss this with her supervisor. If Applicant's understanding is incorrect, Applicant asks that the Examiner understand that there is no intent on Applicant's part to misrepresent the substance of the Interview and that Applicant has only endeavored in good faith to provide an accurate and faithful recitation of facts concerning the Interview as Applicant understands them.

Claim Rejections - 35 USC 103

Claims 1 – 3, 15, 17 – 21, 55 – 75, and 78 – 85 are rejected under 35 USC 103 as being unpatentable over US patent number 7,130,831 (Howard) and further in view of US patent number 6,041,316 (Allen).

Howard

Howard teaches the use of a "limited-user browser or a general purpose browser executing an add-in security module [that] secures the downloaded content on the client computer…" (Abstract). The content may be displayed in a "view only" mode, in which various actions, such as modifying the content or creating a copy of the content on another medium, are disabled or monitored. Key to Howard's system is the use of the

"limited-user browser or a general purpose browser executing an add-in security module" which controls at the user computer what the user may or may not do with the content. As such, all security is enforced at the user computer in connection with a single downloaded file which contains the content. The user's ability to perform operations on the content of the file is controlled at the user computer. In Howard, there is no security server as that term is used by Applicant. Thus, Howard does not, for example, perform the steps of:

> "delivering to a user of said client logic device, <u>via a document server</u>, a first user-viewable version of the actual contents of a specific document residing at said document server on a first cost basis, <u>said first user-viewable version being protected by a security server to prevent the user from performing a standard operation on said version</u>, said standard operation consisting of any of copying, printing, or saving;
>
> calculating <u>with said document server</u> a charge to permit the user to perform a requested standard operation on a user-selected portion of said specific document on a second cost basis;
>
> delivering to said user, <u>via said document server</u>, a second version of the actual contents of said specific document <u>residing at said document server</u> comprising said user-selected portion of said specific document, wherein a user requested standard operation is completed in coordination with said document server upon payment of the calculated charge..." (Claim 1)

Howard lacks "<u>a security server to prevent the user from performing a standard operation on said version</u>" and, instead, relies upon a "limited-user browser or a general purpose browser executing an add-in security module [that] secures the downloaded content on the client computer..."

Additionally, Howard does not teach Applicant's claimed steps of separately delivering at least two versions of a document, each version providing the user with different rights, all under control of a security server. Rather, Howard uses the "limited-user

browser or a general purpose browser executing an add-in security module [that] secures the downloaded content on the client computer…" This "limited-user browser or a general purpose browser executing an add-in security module" controls the rights the user has to a downloaded document. Thus, the user rights in a single document are controlled at the user computer, and the user can purchase various levels of access to the content. These levels of user access to this single document are controlled locally at the user computer by the "limited-user browser or a general purpose browser executing an add-in security module" and, as such, there would be no need to deliver multiple versions of the same document to the user computer under the control of a security server. Howard's scheme bares no resemblance to Applicant's claimed use of a security server to supervise delivery of multiple versions of a document to a user. As such, Howard is defective in teaching the skilled person those aspects of the claimed invention suggested by the Examiner.

Allen

Allen teaches the user of a "partially degraded version of data that is substantially recognizable when displayed, printed, played, run or otherwise utilized by the customer at the user terminal…" A higher quality version may also be provided. However, in either case the user is allowed to perform various operations. Accordingly, Allen, as with Howard, does not provide a:

> "user-viewable version being protected by a security server to prevent the user from performing a standard operation on said version, said standard operation consisting of any of copying, printing, or saving." (Claim 1)

As such, there is no *prima facie* showing of obviousness because key elements of the claimed invention are not found in the cited art, when taken either alone or in combination.

As stated above, Applicant understands that the Examiner agrees with this analysis. The application has now been through several rounds of prosecution and has been the subject of several searches by the Examiner. Applicant is of the opinion that the Examiner has, commendably, conducted a thorough and exhaustive examination of this application. As such, the next appropriate step would be to allow the application to pass to issuance as U.S. Letters Patent.

Should The Examiner deem it helpful, she is encouraged to contact Applicant's attorney, Michael A. Glenn, at (650) 474-8400.

Respectfully Submitted,

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